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4 BILL NO. S-76-10-**18**

5 SPECIAL ORDINANCE NO. S-**190-76**

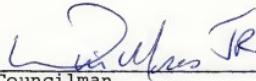
6 AN ORDINANCE approving a contract  
7 with Wayne Asphalt and Const-  
ruction Company, Inc., for  
8 Improvement Resolution 5727-1976.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

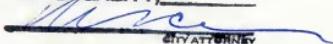
11 SECTION 1. That the contract dated September 22, 1976,  
12 between the City of Fort Wayne, by and through its Mayor and the  
13 Board of Public Works and Wayne Asphalt and Construction Company,  
14 Inc., for:

15 Improvement Resolution No. 5727-1976: Eight streets  
16 in Third Councilmanic District  
17 for a total cost of \$80,214.40, all as more particularly set forth  
18 in said contract which is on file in the Office of the Board of  
19 Public Works and is by reference incorporated herein, made a part  
20 hereof and is hereby in all things ratified, confirmed and  
21 approved.

22 SECTION 2. This Ordinance shall be in full force and  
23 effect from and after its passage and approval by the Mayor.  
24

25   
26 Councilman  
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35 APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by

Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 10-12-76

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (PASSED) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
BURNS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HINGA	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HUNTER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
MOSES	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
SCHMIDT, D.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHIMDT, V.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 10-26-76

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 8-190-76 on the 26th day of Oct., 1976.

ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of Oct., 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 27th day of October, 1976,  
at the hour of 6:00 o'clock E.S.T.

Robert Edmiston  
MAYOR

Bill No. S-76-10-18

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works, to whom was referred an Ordinance approving a contract with Wayne Asphalt and Construction Company, Inc., for Improvement Resolution 5727-1976.

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance (P.C.) PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

10-26-76 CONSIDERED  
DATE CHARLES W. WESTERMAN, CITY CLERK



## THE CITY OF FORT WAYNE

board of public works  
city-county building  
one main street  
fort wayne, Indiana 46802

September 3, 1976

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Concerning the 1976 Resurfacing Program, bids have been received on the Third, Fifth and balance of the Fourth Councilmanic phases. Contracts are being prepared as follows:

Third District - Resolution 5727 - Wayne Asphalt & Construction  
\$80,214.40  
for:

Brook Street - Eastbrook Drive to Terrace Road  
Eastbrook Drive - Oakridge Road to Brook Street  
Fairhill Road - Huffman Boulevard to Archer Avenue  
Margaret Avenue - Archer Avenue to Poinsette Drive  
Emerson Avenue - Cherokee Road to Tyler Avenue  
Runnion Avenue - Spring Street to Emerson Avenue  
Fourth Street - Wells Street to Spy Run Avenue  
Harris Road - Goshen Road to 350' north

Fourth/Fifth Districts - Resolution 5728 - Brooks Construction Company  
\$42,222.40  
for:

Fairfield Avenue - Rudisill Boulevard to Pettit Avenue  
Webster Street - Hollis Lane to Crown Lane  
Kingsway Drive - Pacific Drive to Wohama Drive

As in the past, due to the short construction season and the need for the contractor to schedule his work, the Board respectfully requests a "Prior Approval" so work can be done this year.

Special Ordinances for formal approval of the contracts will be submitted as soon as documents are prepared and executed.

*Bellisario  
9/1/76*



The Common Council  
September 3, 1976  
Page 2

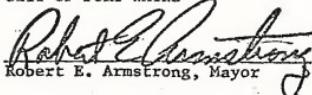
As a point of information, bids are being received September 15  
for the Sixth Councilmanic phase of the resurfacing project.

Sincerely,

BOARD OF PUBLIC WORKS

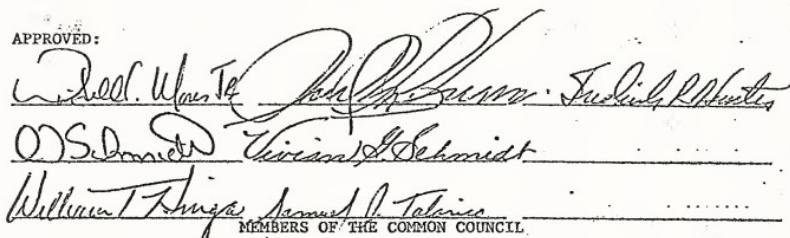
  
Henry F. Wehrenberg, Chairman

CITY OF FORT WAYNE

  
Robert E. Armstrong, Mayor

/els

APPROVED:

  
William W. Westerman, John M. Brown, Shirley R. Hunter  
OSS Danner, Vivian G. Schmidt  
William T. Ringo, Samuel A. Tatman  
MEMBERS OF THE COMMON COUNCIL

ATTEST:

  
Charles W. Westerman, City Clerk

RID ANALYSIS SHEET

**PROJECT** 1976 Resurfacing - Eight Streets in 3rd Councilmanic District

DATE 8/22/76 RES. NO. 5727-1976

OFFICE OF CITY ENGINEER  
FORT WAYNE INDIANA

**CONTRACT**

**This Agreement**, made and entered into this 22 day of September, 1976

by and between \_\_\_\_\_

-----WAYNE ASPHALT AND CONSTRUCTION COMPANY, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-prove Resolution No. 5727-1976: Eight streets in Third Councilmanic District

by grading and paving the roadway to a width ofXXXXXXfeet with XXXXXXXX  
 XXXXXXXX upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-ment Resolution No. 5727-1976 and at the following price per lineal foot

At the following prices:

Pavement Removal	One dollar and forty-five cents per square yard	\$ 1.45
Hot Asphalt Binder #11	Twelve dollars and ninety-five cents per ton	12.95
Hot Asphalt Binder A-2 City Mix	Thirteen dollars and ninety-five cents per ton	13.95
Joint and Crack Sealer	Four hundred ninety-five collars and no cents per ton	495.00
Catch Basins Adjusted and Set to Grade	One hundred twenty-four dollars and no cents per each	124.00
Manhole Adjusted and Set to Grade	Ninety-five dollars and no cents per each	95.00
Water Valves adjusted and set to grade	Twenty-four dollars and no cents per each	24.00
New Curb (Design - as exists in field) in place	Seven dollars and forty-five cents per foot	7.45
Top Soil	Six dollars and ninety-five cents per ton	6.95
Ditching and Blading	Ninety-five cents per lineal foot	.95
Crushed Stone #73	Seven dollars and forty-five cents per ton	7.45
Corrugated Metal Pipe 12"	Eight dollars and forty-five cents per lineal foot	8.45
Seedling, Fertilizer and Mulch in place	Ninety-five cents per square yard	.95

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5727-1976 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before November 1, 1976 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

WAYNE ASPHALT AND CONSTRUCTION CO., INC.

BY: *C K Stewart*

ITS: C. K. STEWART, PRES.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

*Henry P. Wehrenberg*  
*E. D. Lehman*  
*R. J. Scott*  
*Ronald Armstrong*  
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

*Tom J. Dyer*  
CITY ATTORNEY

# GUARANTY BOND

Know All Men by These Presents, That we -----  
----- WAYNE ASPHALT AND CONSTRUCTION COMPANY, INC. ----- Contractors  
as principal, and -----  
---UNITED STATES FIDELITY AND GUARANTY COMPANY OF BALTIMORE, MARYLAND--- as surety  
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHTY THOUSAND,  
TWO HUNDRED FOURTEEN DOLLARS AND FORTY CENTS -----

(\$80,214.40)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

WAYNE ASPHALT AND CONSTRUCTION COMPANY, INC.

did on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, enter into a contract with the City of Fort Wayne, to construct a  
Pavement  
on Resolution No. 5727-1976, eight Street on in the third Councilmanic District.

according to certain plans and specifications, and  
for a period of three years  
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said -----

WAYNE ASPHALT AND CONSTRUCTION CO., INC. shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 10 day of September, 1976

YASTE, ZENT & RYE, INC.

Authorized Agents

BY Hilman P. Zentner

Approved this 22

day of

September, 1976

Henry P. Weisemborg  
E. G. H. LaDan  
Tracy J. Seely  
Board of Public Works.

WAYNE ASPHALT & CONSTRUCTION CO. (SEAL)  
C. K. STEWART, PRES.  
BY: C. K. Stewart (SEAL)  
UNITED STATES FIDELITY & GUARANTY  
ITS: Lane J. Ross (SEAL)  
ATTORNEY-IN-FACT

APPROVED AS TO FORM AND LEGALITY

James J. Barr  
CITY ATTORNEY

## LIABILITY BOND

Know All Men by These Presents, That we \_\_\_\_\_  
\_\_\_\_\_  
WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY OF BALTIMORE, MARYLAND  
\_\_\_\_\_

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHTY THOUSAND  
TWO HUNDRED FOURTEEN DOLLARS AND FORTY CENTS  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

(\\$ 80,214.40)

The conditions of the above obligation are such, that if the above named party of the first part shall  
faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill  
all the conditions and stipulations therein contained, except the warranty and guaranty of the paving  
material as to the workmanship, material and conditions for the period of three (3) years, according to the  
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-  
main in full force and virtue in law and in the event the said City shall extend the time for the comple-  
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 10 day of September 1976

YASTE, ZENT & RYE, INC.

Authorized Agent

BY: William C. Junkins

WAYNE ASPHALT & CONSTR. CO., INC. (SEAL)

C. K. STEWART, PRES.

BY: C. K. Stewart (SEAL)

UNITED STATES FIDELITY & GUARANTY

ITS: General Roads (SEAL)

ATTORNEY-IN-FACT

(SEAL)

Approved this.

22

day of

September, 1976

Henry P. Weisenberg  
E. S. H. Palmer  
J. Ray G. Scott  
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

James J. Hanrahan  
CITY ATTORNEY

COMPLETED IN STREET ENGINEERING DEPARTMENT

SEPTEMBER 8, 1976

## CERTIFIED COPY

## GENERAL POWER OF ATTORNEY

No. .... 86572 .....

*Know all Men by these Presents:*

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne , State of Indiana  
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

*In Witness Whereof,* the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January , A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By..... Thomas A. Zecha .....  
*Vice-President.*

(SEAL)

(Signed) Ray H. Britt .....  
*Assistant Secretary.*

STATE OF MARYLAND, } ss:  
BALTIMORE CITY, }

On this 9th day of January , A. D. 1976, before me personally came Thomas A. Zecha , Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt , Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19...78...

(SEAL) (Signed) Herbert J. Aull .....  
*Notary Public.*

STATE OF MARYLAND } Sct.  
BALTIMORE CITY, }

I, Robert H. Bouse , Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull , Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

*In Testimony Whereof,* I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January , A. D. 1976

(SEAL) (Signed) Robert H. Bouse .....  
*Clerk of the Superior Court of Baltimore City.*

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, he allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognition, obligation, stipulation, or undertaking, or anything in the nature of either of the same.*

I, Richard Calder, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Ross

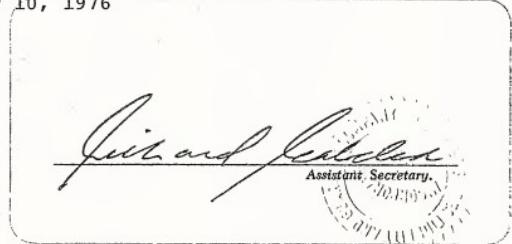
of Fort Wayne, Indiana, authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) September 10, 1976

Assistant Secretary



TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Wayne Asphalt & Const. - 5727-1976

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*J-76-10-18*

SYNOPSIS OF ORDINANCE Contract with Wayne Asphalt & Construction in amount of

\$80,214.40 covers Resurfacing Project in Third Councilmanic District on streets  
shown on attached "Prior Approval".

Five bids were received as follows:

Wayne Asphalt ----- \$80,214.40

L. W. Dailey ----- 88,712.50

Rieth-Riley ----- 91,314.27

Hipskind Asphalt ----- 92,168.50

Brooks Construction ----- 94,315.20

(SEE ATTACHED BID TABULATION AND PRIOR APPROVAL)

EFFECT OF PASSAGE Streets resurfaced

EFFECT OF NON-PASSAGE PRIOR APPROVAL RECEIVED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to City from Revenue

Sharing - \$80,214.50

ASSIGNED TO COMMITTEE Public Works